Case 18-24162-CMB Doc 22 Filed 11/21/18 Entered 11/22/18 00:57:18 Desc Imaged Certificate of Notice Page 1 of 9 Fill in this information to identify your case David J. Lloyd Debtor 1 First Name Middle Name Last Name Debtor 2 Nichole M. Lloyd First Name Middle Name Last Name (Spouse, if filing) United States Bankruptcy Court for the: WESTERN DISTRICT OF Check if this is an amended plan, and **PENNSYLVANIA** list below the sections of the plan that Case number: 18-24162 CMB have been changed. (If known) Western District of Pennsylvania Chapter 13 Plan Dated: November 13, 2018 Part 1: Notices To Debtor(s): This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules and judicial rulings may not be confirmable. The terms of this plan control unless otherwise ordered by the court. In the following notice to creditors, you must check each box that applies **To Creditors:** YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. YOUR CLAIM MAY BE REDUCED, MODIFIED, OR ELIMINATED. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. IF YOU OPPOSE THIS PLAN'S TREATMENT OF YOUR CLAIM OR ANY PROVISION OF THIS PLAN, YOU OR YOUR ATTORNEY MUST FILE AN OBJECTION TO CONFIRMATION AT LEAST SEVEN (7) DAYS BEFORE THE DATE SET FOR THE CONFIRMATION HEARING, UNLESS OTHERWISE ORDERED BY THE COURT. THE COURT MAY CONFIRM THIS PLAN WITHOUT FURTHER NOTICE IF NO OBJECTION TO CONFIRMATION IS FILED. SEE BANKRUPTCY RULE 3015. IN ADDITION, YOU MAY NEED TO FILE A TIMELY PROOF OF CLAIM TO BE PAID UNDER ANY PLAN. The following matters may be of particular importance. Debtor(s) must check one box on each line to state whether the plan includes each of the following items. If the "Included" box is unchecked or both boxes are checked on each line, the provision will be ineffective if set out later in the plan. 1.1 A limit on the amount of any claim or arrearages set out in Part 3, which may result ✓ Included Not Included in a partial payment or no payment to the secured creditor (a separate action will be required to effectuate 1.2 Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, ☐ Included ✓ Not Included set out in Section 3.4 (a separate action will be required to effectuate such limit) 1.3 Nonstandard provisions, set out in Part 9 Included ✓ Not Included Part 2: Plan Payments and Length of Plan Debtor(s) will make regular payments to the trustee: Total amount of \$2000 per month for a remaining plan term of 60 months shall be paid to the trustee from future earnings as follows: By Income Attachment By Automated Bank Transfer Payments: Directly by Debtor 2000 D#1 \$

2.1

\$ \$ D#2 (Income attachments must be used by Debtors having attachable income) (SSA direct deposit recipients only)

2.2 Additional payments.

Unpaid Filing Fees. The balance of \$ shall be fully paid by the Trustee to the Clerk of the Bankruptcy court form the first

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Debtor David J. Lloyd Case number 18-24162 CMB
Nichole M. Lloyd

available funds.

Check one.

- None. If "None" is checked, the rest of § 2.2 need not be completed or reproduced.
- 2.3 The total amount to be paid into the plan (plan base) shall be computed by the trustee based on the total amount of plan payments plus any additional sources of plan funding described above.

Part 3: Treatment of Secured Claims

3.1 Maintenance of payments and cure of default, if any, on Long-Term Continuing Debts.

Check one.

1

None. If "None" is checked, the rest of Section 3.1 need not be completed or reproduced.

The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.

Name of Creditor	e of Creditor Collateral		Amount of arrearage (if any)	Start date (MM/YYYY)
Clearview Federal Credit Union	Residence @ 38 Field and Stream Road, Marianna, PA.	\$261.00	\$1,200.00	November 2018
Pacific Union Financial	Residence @ 38 Field and Stream Road, Marianna, PA.	\$1,103.60	\$13,000.00	November 2018

Insert additional claims as needed.

3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.

Check one.

None. If "None" is checked, the rest of Section 3.2 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.

The debtor(s) will request, by filing a separate adversary proceeding, that the court determine the value of the secured claims listed below.

For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed *Amount of secured claim*. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 (provided that an appropriate order of court is obtained through an adversary proceeding).

ne of litor	Estimated amount of creditor's	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly payment to creditor
	total claim						
	(see Para. 8.7						
	below)						

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Debtor	David J. Lloyd	Case number	18-24162 CMB
	Nichole M. I. lovd		

Name of creditor	Estimated amount of creditor's total claim (see Para. 8.7 below)	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly payment to creditor
Clearview Federal Credit Union	\$14,696.0 0	2014 GMC Acadia	\$9,500.00	\$0.00	\$9,500.00	5.00%	\$284.72 (36 payments)

Insert additional claims as needed.

3.3 Secured claims excluded from 11 U.S.C. § 506.

Check one.

None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced.

3.4 Lien avoidance.

1

Check one.

None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced. The remainder of this section will be effective only if the applicable box in Part 1 of this plan is checked

3.5 Surrender of collateral.

Check one.

None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

3.6 Secured tax claims.

Na	me of taxing authority	Total amount of claim	Type of tax	Interest Rate*	Identifying number(s) if collateral is real estate	Tax periods
-N	ONE-					

Insert additional claims as needed.

Part 4: Treatment of Fees and Priority Claims

4.1 General

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rate on the court's website. It is incumbent upon the debtor(s)' attorney or debtor (if pro se) to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to **Zebley Mehalov and White**. In addition to a retainer of \$1,000.00 (of which \$_500.00 was a payment to reimburse costs advanced and/or a no-look costs deposit) already paid by or on behalf of the debtor, the amount of \$3,500.00 is to be paid at the rate of \$250.00 per month. Including any retainer paid, a total of \$_4,500.00 in fees and costs reimbursement has been approved by the court to date, based on a combination of the no-look fee and costs deposit and previously approved application(s) for

^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

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Debtor	David J. Lloyd Nichole M. Lloy	d	Case number	18-24162 CMB	
	any additional amount w	ill be paid through the plan, and this	will be sought through a fee apples plan contains sufficient funding to to holders of allowed unsecured claim	pay that additional an	
		ticipation in the court's Loss Mitiga	Local Bankruptcy Rule 9020-7(c) is ation Program (do not include the no		
4.4	Priority claims not treat	ed elsewhere in Part 4.			
Insert ad	✓ None . If "None ditional claims as needed	" is checked, the rest of Section 4.4	need not be completed or reproduce	ed.	
4.5	Priority Domestic Supp	ort Obligations not assigned or o	wed to a governmental unit.		
			ligations through existing state courrent on all Domestic Support Obliga		
	Check here if this pay	ment is for prepetition arrearages of	nly.		
	f Creditor the actual payee, e.g. PA	Description SCDU)	Claim		nthly payment or rata
None					
4.6	Check one.	gations assigned or owed to a goven is checked, the rest of § 4.6 need	ernmental unit and paid less than a	full amount.	
4.7	Priority unsecured tax	claims paid in full.			
Name o	f taxing authority	Total amount of claim	Type of Tax	Interest rate (0% If blank)	Tax Periods
-NONE	-				
Insert ad	ditional claims as needed.				
Part 5:	Treatment of Nonprior	ity Unsecured Claims			
5.1	Nonpriority unsecured	claims not separately classified.			
	Debtor(s) ESTIMATE(S) that a total of \$ \$5,000.00 will be	available for distribution to nonprio	rity unsecured credito	ors.
		DGE(S) that a MINIMUM of \$0.00 mation set forth in 11 U.S.C. § 132.	2 shall be paid to nonpriority unsecut $\overline{5}(a)(4)$.	red creditors to compl	y with the liquidation
	available for payment to estimated percentage of p amount of allowed claim	these creditors under the plan base payment to general unsecured credits. Late-filed claims will not be paid	TUM amount payable to this class of will be determined only after audit o cors is 8.00 %. The percentage of pay unless all timely filed claims have be d within thirty (30) days of filing the	f the plan at time of c ment may change, baseen paid in full. Ther	ompletion. The used upon the total eafter, all late-filed

5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.

identified elsewhere in this plan are included in this class.

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Debtor	David J. Lloyd Nichole M. Lloyd	Case number	18-24162 CMB	

Check one.

None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

5.3 Postpetition utility monthly payments.

The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain an order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.

	of Creditor	Monthly payment	Postpetition account number
-NONE	<u> </u>		
Insert ac	lditional claims as needed.		
5.4	Other separately classified nonp	priority unsecured claims.	
	Check one.		
	None. If "None" is chec	ked, the rest of § 5.4 need not be completed or reprodu	ced.

Part 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.

Check one.

None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

Part 7: Vesting of Property of the Estate

7.1 Property of the estate shall not re-vest in the debtor(s) until the debtor(s) have completed all payments under the confirmed plan.

Part 8: General Principles Applicable to All Chapter 13 Plans

- This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan in order to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.
- Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

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Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection

payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- **8.8** Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. *LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID.* The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions

None. If "None" is checked, the rest of Part 9 need not be completed or reproduced.

Part 10: Signatures:

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or the debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as "nonstandard" terms and are approved by the court in a separate order.

X	/s/ David J. Lloyd	X	/s/ Nichole M. Lloyd
	David J. Lloyd		Nichole M. Lloyd

PAWB Local Form 10 (12/17)

Chapter 13 Plan

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Debtor	David J. Lloyd Nichole M. Lloyd	Case number 18-24162 CMB
Signa	ture of Debtor 1	Signature of Debtor 2
Execu	nted on November 13, 2018	Executed on November 13, 2018
	aniel R. White el R. White 78718	Date November 13, 2018

PAWB Local Form 10 (12/17)
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Signature of debtor(s)' attorney

Chapter 13 Plan

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United States Bankruptcy Court
Western District of Pennsylvania

In re:
David J. Lloyd
Nichole M. Lloyd
Debtors

Case No. 18-24162-CMB Chapter 13

TOTALS: 1, * 0, ## 0

CERTIFICATE OF NOTICE

District/off: 0315-2 User: dkam Page 1 of 2 Date Rcvd: Nov 19, 2018 Form ID: pdf900 Total Noticed: 19

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 21, 2018. db/idb Nichole M. Lloyd, 38 Field and Stream Road, +David J. Lloyd, Marianna, PA 15345-1071 ++COLLECTION SERVICE CENTER INC, 363 VANADUMM (address filed with Washington, PA 15301-9720 14937336 363 VANADIUM ROAD, STE 109, PITTSBURGH PA 15243-1477 14937340 (address filed with court: Collection Service Center, Inc., 250 Mount Lebanon Boulevard, P.O. Box 14931, Pittsburgh, PA 15234-0931) 14937338 Children's Hospital of PGH/Express Care, P.O. Box 382059, Attn: Patient Accounting Department, Fittbourg.,
Greater Washington Radiologist, P.O. Box 951847, Cleveland, OH 44193-0020
TC System, Inc., 444 Highway 96 East, P.O. Box 64378, Saint Paul, MN 55164-0378 14937342 IC System, Inc., 444 Highway 96 East, F.O. Box Clark, EKMI, Law Group, Suite 5000 BNY Mellon Independence Ctr., 14937343 +KML Law Group, Suite 5000 Philadelphia, PA 19106-1538 14937345 Philadelphia, PA 19100-1930

+Pathology Associates of Washington, PA, 155 Wilson Avenue, Washington, PA 19301-9300

Target National Bank, c/o Target Card Services, P.O. Box 1581, Minneapolis, MN 55440-1581

+WUS Cardiovascular Care, P.O. Box 855, Washington, PA 15301-0855 14937348 14937349 14937352 14937351 Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. +E-mail/PDF: resurgentbknotifications@resurgent.com Nov 20 2018 03:15:51 14937337 CACH, LLC, 4340 South Monaco Street--2nd Floor, Denver, CO 80237-3485 E-mail/Text: bankruptcy@clearviewfcu.org Nov 20 2018 03:06:31
Clearview Federal Credit Union, 8805 University Boulevard,
+E-mail/Text: ccusa@ccuhome.com Nov 20 2018 03:05:44 Credit 14937339 Moon Township, PA 15108-2580 Credit Collections, USA, 14937341 16 Distributor Drive--Suite 1, Morgantown, WV 26501-0121 E-mail/Text: cio.bncmail@irs.gov Nov 20 2018 03:05:54 14937344 Internal Revenue Service, P.O. Box 7346, Philadelphia, PA 19101-7346 E-mail/PDF: cbp@onemainfinancial.com Nov 20 2018 03:16:12 One Main Financial, 14937346 P.O. Box 3251, Evansville, IN 47731-3251 14937347 +E-mail/Text: bankruptcy@loanpacific.com Nov 20 2018 03:07:23 Pacific Union Financial, 1603 LBJ Freeway--Suite 500, Farmers Branch, TX 75234-6071 14937350 +E-mail/Text: wfmelectronicbankruptcynotifications@verizonwireless.com Nov 20 2018 03:05:41 Verizon Wireless Bankruptcy Admin., 500 Technology Drive--Suite 500, Weldon Springs, MO 63304-2225 14937353 E-mail/Text: bankruptcydept@wyn.com Nov 20 2018 03:06:55 Wyndham Vacation Resorts, Inc., P.O. Box 97474, Las Vegas, NV 89195-0414 TOTAL: 8 ***** BYPASSED RECIPIENTS (undeliverable, * duplicate) ***** Pacific Union Financial, LLC cr

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 21, 2018 Signature: <u>/s/Joseph Speetjens</u>

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 16, 2018 at the address(es) listed below:

Daniel R. White on behalf of Joint Debtor Nichole M. Lloyd dwhite@zeblaw.com,
gianna@zeblaw.com;dwhite.zmw@gmail.com;r63228@notify.bestcase.com

Daniel R. White on behalf of Debtor David J. Lloyd dwhite@zeblaw.com, gianna@zeblaw.com;dwhite.zmw@gmail.com;r63228@notify.bestcase.com

James Warmbrodt on behalf of Creditor Pacific Union Financial, LLC bkgroup@kmllawgroup.com

Office of the United States Trustee ustpregion03.pi.ecf@usdoj.gov

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Form ID: pdf900

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Ronda J. Winnecour cmecf@chapter13trusteewdpa.com

TOTAL: 5